interest existed also. This idea is thus expressed on page 135 of VANCE, INSURANCE. "The conclusion to be reached from an examination of the cases is, that despite the positive tone of the persistent dicta to the contrary, the fact of near relationship does not of itself constitute an insurable interest, and is of importance only as affording evidence of the existence of a legal right to demand maintenance or of a reasonable hope of future benefit arising out of the kindly feeling and benevolent disposition usually incident to such relationship." For a very complete citation of authorities on this question see, 1 COOLEY'S BRIEFS ON THE LAW OF INSURANCE, pp. 278-291. The following are later cases on the general proposition. A son does not have an insurable interest in the life of his father because of such relationship. *New York Life Ins. Co.* v. *Greenlee,* — Ind. —, 84 N. E. 1101. One brother has no insurable interest in the life of the other where the insurance is taken without the other's knowledge and for the purpose of paying his funeral expenses. *Newmore* v. *Western and S .Life Ins. Co.,* 28 Oh. Cir. Ct. Rep. 669. One brother may not procure insurance on the life of the other in the absence of some pecuniary interest. *Locher* v. *Kuechenmiester,* 120 Mo. App. 711.

LIBEL AND SLANDER—WORDS ACTIONABLE PER SE.—The defendant company, in a publication concerning Oscar Hammerstein, the theatrical manager, printed of him, "My opinion of you is that you are the sort of a man that would steal his mother's bones from the grave and sell them to buy flowers for a harlot." This was *held* to be libelous *per se. Hammerstein* v. *New York Press Co.* (1910), 121 N. Y. Supp. 16.

A written publication imputing general depravity which carries with it a charge of moral turpitude and degradation of character is libelous *per se, Atwill* v. *Mackintosh,* 120 Mass. 177; *Eikhoff* v. *Gilbert,* 124 Mich. 353, 83 N. W. 110, 51 L. R. A. 451, as is a direct charge of unchastity or immorality. *Spolek Denni Hlasatel* v. *Hoffman,* 204 Ill. 532, 68 N. E. 400. Words may be ironical and yet be actionable as much as if expressed in the most positive and direct form of averment. *Buckstaff* v. *Viall,* 84 Wis. 129, 54 N. W. 111; *Cass* v. *Anderson,* 33 Vt. 182. It is not necessary that the charge be direct, any written charge fairly imputing immorality or unchastity is actionable, *Spolek Denni Hlasatel* v. *Hoffman,* supra, and a defamatory charge published as an expression of opinion is as effectual as if made in positive language. *Nye* v. *Otis,* 8 Mass. 122; *Johnson* v. *St. Louis Dispatch Co.,* 2 Mo. App. 565; *Dottarer* v. *Bushey,* 16 Pa. St. 204. The law presumes malice from the publication of words actionable in themselves, whether written or oral and no malice in fact is essential to recovery (*Childers* v. *San Jose Mercury Printing etc. Co.* 105 Cal. 284, 38 Pac. 903, 45 Am. St. Rep. 40; *Mitchell* v. *Milholland,* 106 Ill. 175, 109 Ill. App. 226) but malice in fact is, as a general rule, material as establishing a right to recover exemplary damages. *Childers* v. *San Jose Mercury Printing etc. Co.,* supra; *Tottleben* v. *Blankenship,* 58 Ill. App. 47; *Whittemore* v. *Weiss,* 33 Mich. 348.

MASTER AND SERVANT—ASSUMPTION OF RISKS.—The plaintiff was employed in the white lead works of the defendant, where the fumes from the